

1901-005
Lee Co.

Chancery Causes: Admr. of W. M. Pennington vs. H. J. Russell

Parsons, Jesse, Duncan, Blair, Smith, Pridemore, Nicol,
Carter, Walters, Goslyn, Woods.

CA-Debt
T-Property

-Deed

To the Hon. Wm. T. Miller, Judge of the Circuit Court for Lee
County:

Humbly complaining your orator, R. L. Pennington, Administrator
who sues for himself & all other creditors of the estate
of the estate of W. M. Pennington deceased, would respectfully
M. C. Parsons
represent and show unto your honor:

That on the 16th day of June, 1893, M. C. Parsons made and
executed his note to W. M. Pennington for the sum of \$205.00,
due and payable three months after date; and that on the 29th
day of Jan. 1894, the said Parsons paid to the said W. M. Penning-
which is here filed as exhibit "X"
ton on the said note the sum of \$12.40; that on the 17 day of
Feb
~~Jan~~, 1895, the said M. C. Parsons departed this life, leaving as
his heirs and lawful distributees of his said estate, a widow,
F. F. Parsons, and five children, to-wit, Ellen Jess^u, the wife of
J. C. Jessee, Eva Russell, the wife of H. J. Russell, Geo. W. Parsons,
Rebecca Parsons and Wheeler P. Parsons; that soon after the death
of the said M. C. Parsons, J. C. Jessee and H. J. Russell qualified
as Administrators of his estate and took possession of all his
personal estate; that the said M. C. Parsons was largely indebted,
in a sum far exceeding the value of his personal estate and
chooses in action, your orator is informed that the liabilities
of the said estate will exceed the value of the personal estate
by not less than \$10,000.00.

Your orator alleges that the said Parsons died possessed
of a considerable estate, both real and personal, and that all of
the said personal estate went into the hands of the said Adms.
amounting in the aggregate of something like \$4,000.00

AS TO THE REALTY.

its Condition.

As to the real estate of which the said Parsons was the
owner, your orator further representeth, that the said M. C. Par-

sons was the owner of a certain tract, known as the Elk Knob, which he had purchased from M.D. Richmond; and on the 12th day of May, 1892, the said Parsons conveyed the said tract by deed, bearing that date, to his son Geo. W. Parsons, who was at that time an infant, (and your orator her files a copy of the said deed as an exhibit and part of this bill, which is asked to be considered therewith, and which is marked, "Exhibit A"); it will be seen by an inspection of the said deed that it was not admitted to record untill after the death of the said M.C. Parsons; and the said Parsons after the date of the said deed to his son Geo., entered into an agreement with Henry Nicol, on the 6th day of October, 1894 for the sale of the said Elk Knob lands, in consideration of \$12,000.00, to be paid by the Nicol, as follows, \$1500.00 by causing to be executed to the said Parsons, a deed to the interest of The Pocket Coal Co., in a certain tract of land, which the said Company had purchased from J.L. Pennington, containing 1165 acres; \$500.00 to be paid on the Oct. 1, 1895, and \$1100.00 to be paid on the 1st day of Dec. 1896, and the same amount on each succeeding year untill the whole ~~xxxx~~ amount was paid, *with 3% but payable annually, in cash or produce*; See Contract, which is here filed and made part of this bill, Marked "Exhibit B". Upon payment of the sums falling due up to Dec. 1, 1896, the said Parsons was to execute to the said Nicol, a deed for the said tract of land, reserving a vendor's lien for the ballance of the purchase money. But your orator alleges that the said Nicol has never paid one single ~~note~~ *the tax, the tax has been paid by Adair's* cent for the said lands, and that he is now in the possession of the same, using them, getting the proffits, and disposing of them; and your orator *believes & charges* is informed, that the said Nicol is totally insolvent, ~~and alleges and charges that he is, and that no judgment for the use and occupation of the land can be recovered or made out of him.~~ *or interest - are deferred payments* Your orator further alleges that when the

said Parsons purchased the said Elk Knob, he did not fully pay the purchase money, but executed his notes to M.D. Richmond for the ballance, who retained a lien on the land for the said ballance, which is something in the neighborhood of \$1,000.00, which has been assigned by the said Richmond to A.L. Pridemore. Your orator will also represent and show unto your honor that the said M.C. Parsons in his life time executed to C.T. Duncan,

Trustee, for the benefit of W.M. Smith and H.D.G. Blair a deed of *Wm Taylor wife Elizabeth Jesse Thoffet given* trust upon the ~~said Elk Knob tract~~, on the 9th day of May 1887

to secure the said Smith and Blair a debt of 2500 00.

that all the said debt as secured as aforesaid has not been *paid* *Your orator will further represent* fully. *And, as your orator is informed* and show unto your honor that the said M.C. Parsons was the owner of another tract of land, known as the Hickory Flats lands, which he had purchased from T.P. Carnes, Eliza Taylor, M.E. Jessee, and Ira G. Sprinkle,; *+ Lofett given* which said lands the said Parsons in his life time, on the 12th day of May, 1892, conveyed to his daughters, Ellen Jesse, the wife of J.C. Jessee, *Eva Parsons who afterwards married H. J. Russell,* and Rebecca Parsons, who is an infant,; and for the terms of the said deed your orator here refers to the said deeds, copies of of which are here filed marked "Exhibit C and D". Before the death of the said Parsons Ellen Jessee had her deed recorded but the other to Rebecca Parsons was not recorded until after his death.

Your orator will further represent and show unto your honor that the said Parsons was the owner of another certain tract of land known as the Brush lands, which he purchased from M.Z. Parsons, containing about _____ acres, and another tract situated in Jonesville, Va, consisting of a one half interest in what is known as the Sisk property, and wher Dr. Spencer now lives.

And your orator will further represent and show, that the said Parsons is the owner of a tract which he purchased at a sale, under a deed of ^{trust} known as the Nim Potect land, in which E.W. Pennington, was the trustee, that the whole of the said purchase money had been fully paid, but your orator does not know where that deed is not finding the same upon record.

And your orator will further represent and show unto your honor that M.C. Parsons was at the date of his death entitled to one of two certain tracts of land, either what is known as the 1165 acre Pennington-Mallett tract, or the W.A. Parsons 412 acre tract, as set out above. J.L. Pennington had sold to Chas Mallett the said large tract, and the said Mallett had transferred the same to the Pocket Coal Co., and by the said agreement Henry Nicol was to procure for the said Parsons the deed of the said Company to their interest in the said lands, as the said first consideration of \$1500.00; the said J.L. Pennington held a vendors lien on the said 1165 acre tract to secure the said Pennington the sum of \$8,320.00; by an agreement entered into by the said Parsons and the said Pennington the said Parsons purchased the debt due by the said Mallett to the said Pennington, ^{for the sum of \$7410.00} paying him as a consideration the said 412 acre tract at \$4220.00, and for the balance of the said purchase of said debt sold him some bonds on various parties. Your orator here files a copy of said contract between the said Parsons and the said Pennington, marked "Exhibit E", and prayed to be considered as part of this bill. Your orator is advised that there has arisen a controversy over these said lands and suit has been brought by J.L. Pennington to recover the said 1165 acre tract, under a verbal agreement entered into by the said Parsons and Pennington, in which the said Pennington claims that there was an exchange, that Parsons was to take back the said 412 acre

6 Recd.
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28 Grob-
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Pennington was to
tract at the price of \$4120.00, and sell the said Parsons the
timber on the said/165 acre tract at \$4.00 per M, and if that
should fail to pay the said Parsons, just what he was to pay
for the said tract, then the said Pennington was to pay him
the ballance and the said Parsons was to have a lien for the
said ballance. But your orator does not think it necessary to
settle that question here, that it should be settled by the suit
that has been brought for that specific purpose.*

Your orator alleged in the outset that the said Parsons
left surviving him a widow, F.E. Parsons. She was the second wife
of M.C. Parsons. Prior to his intermarriage with her, on the 12th
day of May, 1892 M.C. Parsons transferred to his children, four
at that time, certain tracts of lands, reserving life estates
therein. To Geo. W. Parsons he gave the Elk Knob lands, to Rebecca
Parsons he gave the W.A. Taylor tract, conveyed to him on the
1st day of March, 1878, and part of the Thomas P. Carns tract,
that part which had not been conveyed to Ellen Jessee, to
Ellen Jessee part of the T.P. Carns tract, as set out in the
deed, to Eva Parsons, who afterward married H.J. Russell, the Mary
E. Jessee lands, conveyed on the 27th day of Feby, 1886. Copies of
all these deeds as referred to have been filed. Soon after the
decease of the said Parsons the said widow instituted her suit
to recover dower in all the lands which the said parsons was
the fee owner and to these said lands conveyed as above; beofre
the said suit was settled, the parties compromised the said suit
and the widow sold out her estate in the lands to H.J. Russell
and his wife and J.C. Jesse and his wife and to Geo W. and Rebec
Parsons, releasing her entire interest to them for valuble
consideration. Your orator here files the said contract, or
deed of conveyance, evidencing the said sale, which is asked to
be taken as part of this bill of complaint, *Marked "Exhibit"*

*Your orator further alleges that in the said made by H.A. Parsons to the said F.E. Parsons, which is
the record in his favor the ballance of the unpaid purchase money, which is
something in the neighborhood of \$315.00. The said deed is now filed and asked
to be considered as part of this bill of complaint. "H"*

Your orator furthure represents that since the death of the said Parsons, there has been born another child to the said M.E. Parsons, said to be the post-humous child of the said late M.C. Parsons, but your orator is not advised what its name is, if it has any name it is unknown. And your orator represents that besides this unnamed child there are two other infants, to-wit, Rebecca Parsons, and Wheeler P. Parsons.

Your orator will further represent and show unto your Honor that on the 19th day of October, 1895, the said W.M. Pennington departed this life, that at the November term of the County Court for the County of Lee your orator the said R.L. Pennington qualified as administrator of the estate of the said W.M. Pennington and took possession of all his personal estate.

The premises considered your orator is advised that he has a right to maintain this suit on the part of himself and all other ~~xxxxxx~~ creditors of the late M.C. Parsons; to have the administration account settled, and it ascertained what the personal estate will pay, and after that is applied to the debts to have enough of the real estate sold to pay off the remainder.

The prayer therefore of your orator is, that H.J. Russell and J.C. Jesse in their own right and as administrators of the estate of M.C. Parsons, Ellen Jesse, Eva Russell, Geo. W. Parsons, Rebecca Parsons, Wheeler Parsons, the unknown child of the said M.C. Parsons, C.T. Duncan Trustee, H.D.G. Blair, W.M. Smith, A.L. Pride more, Henry Nicol, W.A. Parsons and J.L. Pennington be made parties to this suit, ^{*} that they each be required to answer the same fully, but they need not do so upon oath, that a commissioner be appointed to take the administration account of the said H.J. Russell and J.C. Jesse; charging them with what should or did go into their hands, and crediting them with all proper disburse-

** With guardian ad litem, in order to defend the said infants - Rebecca Parsons, Wheeler Parsons & the unnamed infant;*

show

*

ments, and after this, what balance is left in their hands; that
a receiver be appointed to take charge of the Knob lands, the
said Nickol being insolvent, and not having performed the con-
di tions of the contract, and that a writ of possession be
and said sale to him be set aside & counted for naught
granted the receiver so appointed; that the lands un conveyed
be first sold in payment of the debts, and that if that be in
sufficient, then that the lands or enough to pay the debts, which
were given to his children, be next sold; and that all other
furthur and general rellief be granted as is necesssary to the
protection of all creditors interests. And your orator will
ever pray &c.

James W. B. S.
For Complainant.

* No Heed be the evidence of the estate &
again part of their estate; & report
the interests of the estate

\$205⁰⁰

June, 16th 1893.

Three months after date we
promise to pay Wm. M. Pennington

Two Hundred and five dollars

and as to the payment of this debt
we hereby waive the benefit of the
Statute of Limitations and our hands
this June 16th 1893

M. L. Parsons

Witness

E. W. Pennington

Due Sept 16/93

"Exhibit"

"claim #4"

Wm M. Pennington

From } note \$205-

M. C. Parsons

due Sept. 16th 1893

W. M. Pennington

Jan 27/94

Credit By part Ch. Int. \$12⁴⁰

E. W. PENNINGTON,

Com. Att'y.
PENNINGTON GAP, VA.

(OFFICES CONNECTED BY TELEPHONE.)

ROBT. L. PENNINGTON,
JONESVILLE, VA.

PENNINGTON BROS.

IN RE

ATTORNEYS-AT-LAW.

COLLECTIONS GIVEN SPECIAL ATTENTION.

VS.

Jonesville, Lee County, Va.,

WE GIVE INFORMATION CONCERNING MERCANTILE MEN
OF OUR SECTION FREE.

23.17
46 7 11 4
\$301.00

7361.00
6225.00
1075.41

Robt L. Pennington Adv.

vs. Bice & Co. Chancery

N. J. Russell & Co.

1896. 2nd Feb'y rules bill filed & pa
d + accepted + D. & Co.

" 1st march rules taken the last
monday in Feb'y ans of G. A. &
filed + D. & Co. confd + cause set
for hearing by Plff.

" Mar Term decree + contd

" June " contd

" Novr " decree + contd

June Term 1901 Decree
final Chy Order Book
No 6 Page 585 & 6

Term 1896
Plffs Costs to Novr
Clerk 12.07 +
Tax 1.50
Shiff .50
Const .50
atty 18.00
G. A. & 8.00
Comr 100.00
Co. C 9.75
\$144.32

1.56

21.26
12.07

15.19

To the Hon^{ble} W^m S. Miller, Judge of the
Circuit Court for Lee County:-

The joint & separate answer of
J. C. Jessen & W. J. Russell Administrators
of the estate of W. C. Parrans deceased
to a bill in Chancery exhibited against
them and others in this said Court
by Robt L. Pennington Adm^r. of the estate
of W^m M. Pennington Decd.

For answer to the said bill
your respondents say:-

That they suppose that it is true
that W. C. Parrans in his life time
executed the note of \$205⁰⁰ as set out
in the Plaintiff's bill, & so far as they
know it has not been paid except
so far as the credit endorsed on
the back of the said note; it is
true that W. C. Parrans on the 17 day
of ~~January~~ day of February 1895 departed
this life leaving a widow & five chil-
dren as heirs at law, & that your
respondents duly qualified as his
administrators; it is true that the
said ~~debt~~ W. C. Parrans was greatly
indebted at the time of his death,
and although he was the owner of con-
siderable personal estate it will fail
to meet the demands against the estate
by at least 8 to 10000 dollars.

It is also true that the said
Parrans in his life time was the
owner of the real estate set out-

in the said bill. And all the facts
alleged in the said bill are in the
main true as your respondents
understand them. Your respondents
are ready & willing that their ac-
count be taken, & they believe it
is the best thing to be done for the
estate.

Your respondents especially in-
sist upon the prayer of the complainant
to have a receiver appointed for the
~~estate~~ Knobs lands. They believe it is
the intention of the said Henry Nicol
to get all he can out of the lands &
pay nothing. Your respondents have
not received a single cent under
his contract, they have even paid
the tax on the lands, he is in-
solvent & your respondents can not
get even this sum from him.

And now having assumed &
admitted all the allegations in the
complainant's bill, they pray that
an accurate commissioner be appointed
who will take & take a proper account
without reportedly having the same
referred to him. & they will ever pray &c.

J. C. Jesser
W. J. Russell Attorneys.
of the Estate of Mr. C. Parsons decd.
By leave.

A. L. P. Muncy the Adm.

v.s. { Answer of
Russell & Josselyn

H. J. Russell et al -

Filed in open Court and
by leave thereof March

the 7th 1896

A. B. Muncy Clerk

To the Hon^{ble} W^m J. Miller, Judge
of the Circuit Court for the Co.

The answer of W^m A. Parsons
to a bill in Chancery exhibited in
this Court against him
and others by Rob^t L. Bumpstead Admr.

Par answer thereto respondent
says:-

That it is true that it is true
that he sold to W. C. Parsons the
412 acre tract in exchange for an-
other tract, known as the Shobley
lands, & that the Shobley lands
failed to pay the price of the 412
acres by \$315, & your respondent
has already had the question ad-
judicated & a judgment for the said
\$315-⁰⁰. And your respondent further
says that it is true that he resumed
a lien on the said 412 acre tract
for the balance of \$315-⁰⁰ as will
be seen by exhibit of Plaintiff's bill,
marked "K" & now having fully
answered your ~~interrogatory~~ respondent
says that his lien be enforced against
the said lands, & that he recover his
cost in this behalf expended

W^m A. Parsons.

By Counsel.

Assn. Assoc. Admstrs

ad. 3 Assn. of
N. H. Parsons.

Robt. H. Cunningham

Filed in open Court
and by leave thereof
March the 6th 1896
A. B. Munsey Clerk

77

R. L. Pennington, Admr &c
vs { In Chancery

Russell & Jesse, Admr &c et al

The deposition of R. E. Carter
and others taken before me St. M.
Goins, Special Commr. in the above
styled cause, for the purpose of
showing that a note held by
the Admr. of M. C. Parsons, dec'd,
against W. S. and J. J. Carter for
\$85, has been paid by the said
J. J. Carter.

Sept. 16th 1896.

R. E. Carter, a witness of lawful
age being first duly sworn
deposes and says:-

I know the fact that M. C. Parsons
bought a mule at my father's
sale for the price of \$125; the
note which said Parsons held
against My father, W. S. Carter
and, my brother J. J. Carter, ^{for \$85⁰⁰} was
to be settled out of the pur-
chase price of the mule, and
then said M. C. Parsons was
to execute his note for the res-
idue.

On the note executed by Thos P.
Carter and J. J. Carter to M. C. Parsons

for \$130, dated Apr 8, 1893, and payable six months after date, I know the fact that Thos. P. Carter let M. C. Parsons have a cow for \$18⁰⁰, which was to go as a credit on said \$130 note - this trade was made by me. This trade was made about the last of May 1893.

The witness further states:-

I am a brother of T. P. Carter, I know the fact that he is a non-resident of this state, and that he is at this time in insolvent circumstances.

And further this deponent with note

R. E. Carter

Geo Halders another witness of lawful age, being first duly sworn, deposes and says:-

I know the fact that Thos. P. Carter sold M. C. Parsons a wagon and two horses, gearing &c, for the price of \$200⁰⁰, and that said Parsons sold said Carter a black horse for the price of \$75,- and a pony for \$25,- these two last sums were to be deducted out of the

\$200, which said Parsons was to pay for the wagon and team, and the residue, \$100, was to go as a credit on a note of \$130, which said Parsons held against said P. P. Carter and J. J. Carter. This transaction took place in the fall of 1894, about the first of October. And further this deponent sixth mot.

George Walters

J. J. Carter a witness of lawful age being duly sworn, deposes and says:

I was acquainted with J. E. Galloway in his life - He has been dead for more than ~~ten~~ years. I know the fact that he was a man of a family and with very limited means - insolvent. And further this deponent sixth mot.

J. J. Carter.

H. C. Joslyn a witness of lawful age being duly sworn, deposes and says:

In the year 1878, Henry Milburn left this County and went to the

State of Kansas, about the time he left he placed in my hands all of his notes, accounts &c. and among the notes I received from said Milburn was two notes on P. B. Cecil & J. T. Cecil for \$100.00 each. Sometime after Milburn left, M. C. Parsons and P. B. Cecil came to me, and Mr Parsons said he was to get the land for which the Cecil notes were executed and that he would assume the payment of the said two notes, and according to my Books. M. C. Parsons on the 16th of March 1880, paid one of these notes with its interest, and on Jan 18th 1881, he paid me the other note and its interest, and Mr ~~Cecil~~ Parsons got the land.

Do you know the financial condition of Frank Richmond & Wm Pennington, known as "red-necks" if so state whether they are or are not insolvent?

I knew Mr Richmond and Mr Pennington at the time they left this County and State, some

years ago. and at the time
they left, they were notoriously
insolvent.

H. C. Joslyn

W. P. Woods, a witness of lawful
age, being first duly sworn, depos-
es and says:-

The statement to the following
effect, "Interest on this note from 1890
to 1895," written in the margin of
the note executed by M. C. Parsons
to H. M. Smith on the 9th day
of May 1887, and payable by
the 1st day of March 1895, for
the sum of \$1250⁰⁰/₁₀₀, ~~is~~ in my
hand writing, and was written
there by me at the request of
M. C. Parsons. Mr. Parsons and
H. D. G. Blair, and, I think, John
Smith, came into my store
at Bridgewater, Va. and Mr. Parsons
asked me to write said statement
in the margin of each of the
two notes - one executed to H. M.
Smith for \$1250, and the other to
H. D. G. Blair for \$1250. This is the
way I now remember this matter.
And further this deponent saith not.

W. P. Woods

Witness Claims
50 cts

Virginia Lee County, to-wit:

J. A. M. Goins, Special Commr.
in ~~in~~ the case of R. L. Pennington
Admr. vs H. J. Russell et al, do hereby
certify that the foregoing depositions
were duly taken under oath after
notice, and subscribed before
me in my office in the town
of Jonesville, and for the purpose
of enabling me to ascertain
certain enquiries referred to
me as Special Commr. in this
cause. Given under my hand
this Oct 10th 1896

A. M. Goins,
Special Commr.

R L Pennington Admr

vs } Depositions.


H. J. Russell et al

This deed made this April 25th 1896, by
and between George W. Parsons
party of the first part, and Henry
J. Russee of the second part, both of
Lee County, Virginia, Witnesses;
That the party of the first part for and
in consideration of the sum of two
thousand dollars five hundred of
which is this day in hand paid
the receipt of which is hereby acknowl-
edged and five hundred of which is to
be paid five years after this date, and
five hundred is to be paid six years
after date, and the residue five hundred
dollars is to be paid seven years after
date, and for these three last named
sums bonds are this day executed
and each of said sums are to bear
interest after two and one half years
from this date and the interest falling
due on each is to be annually computed
after two & a half years and made
part of the principal to be paid, and
for these ^{three} last named sums and
the interest thereon as stated above
the said George W. Parsons hereby re-
tains his vendors lien until fully

said, In consideration of which pre-
mises the said George W. Parsons party
of the first part, grants, bargains, sells,
and hereby conveys unto the said Harry
J. Russell and his heirs forever, one
fourth part in equal value of all the
land conveyed by his late father
M. C. Parsons now deceased deeded
by the said M. C. Parsons in his lifetime
to Ellen Jessie, Eva Russell, Rebecca
Parsons and the said George W. Parsons,
it having heretofore been agreed by
these four heirs to share said land share
& share alike regardless of said deeds
as between themselves, and as to the
residue of the land owned by said M. C.
Parsons at the time of his death the said
George W. Parsons hereby grants, barg-
ains, sells & conveys his entire undi-
vided interest, and H. J. Russell & J. C.
Jessie having purchased and settled
the down interest of the widow
of the said M. C. Parsons, this con-
veyance is hereby made by the said
George W. Parsons to whatever claim
right or title he may have therein
and in addition to the real estate

for the Consideration aforesaid,
the said George W. Parsons hereby assi-
gns, sets, over and transfers to said
Harvey Russell. All and singular his
entire interest in & to the personal estate
which descended to him from the said
Parsons, from his father the said M.
C. Parsons, except that the said George
W. Parsons reserves herein his right to
the price of a horse, to make him equal
in advancement to the other heirs
but all advancement other than
the horse passes hereby to the said Rus-
sell. For a more particular description
of the lands hereby conveyed reference
is here made to the deeds and titles papers
of the said M. C. Parsons that are now of
record in the Clerk's office of the County
Court of Lee County, to be taken
and held as if here set out at
full length & by due metes and bounds,
and the said George W. Parsons hereby
covenants that he will warrant and
defend generally the title to said land
in the proportion and to the extent
and in the manner hereinbefore
set out and mentioned. witnesses

the following signatures and seals
this the day and year first above
written

George W. Parsons 

Virginia Lee County to wit:

I, S. V. F. Richmond Clerk of the
County Court of Said County, in the
State of Virginia, do certify that
George W. Parsons whose name is
signed to the within writing bearing
date on the 25th day of April 1896,
has acknowledged the same before me
in my County aforesaid, and said
deed is admitted to record. Given
under my hand this 25th day of April
1896.

S. V. F. Richmond Clerk

A copy -

Teste: S. V. F. Richmond Clerk

L. J. Russell
From Copy of deed
Geo W. Parsons.

Deed Book 32 -
page 365

Clnd 85-cls

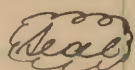
SVENNY HALL & CO.
RECORDERS, N.C.

This deed made this the 12th day of May 1892 between M.C. Parsons, party of the first part, and Eva Parsons, party of the second part both of Lee County Virginia: Witnesseth that for and in consideration of natural love and affection the said party of the first part (being the father of the said party of the second part) after reserving unto himself a life estate in the premises hereinafter mentioned, the said party of the first part, subject to the life estate aforesaid, and without any right in the party of the second part to claim or hold responsible for any waste ^{that} he may commit on the premises hereinafter described, do hereby give grant, convey and confirm, subject to the life estate and privileges aforesaid two certain tracts or parcels of land lying and being in Lee County Virginia, and adjacent to Powells river, on the South Side thereof the first of which tracts being the same land that was conveyed to said M.C. Parsons by Mary E. Jones on Feby. 27 1886 and described in her deed as a hundred and fifteen acre tract and to which deed reference is here made for the metes, bounds and a more particular description of the same.

The second of which tracts herein conveyed is the same land that was

duded to the said M. C. Parsons on Jan, 30 1880 by Ira G. Sprinkle and wife (except the portion heretofore sold to P. B. Beebe & Robert Burk amounting to one hundred and one half acres) to which deed reference is here made for the metes & bounds and a more particular description, And said party of the second part shall have the right to use water for stock purposes from the two ponds near my present dwelling and on the South side of the Turkey Cove road, To have and to hold the said two tracts of land subject to the reservation aforesaid, unto the said party, aforesaid unto her heirs forever.

Witness the following signatures and seal, this the day and year first above written,

M. C. Parsons 

Virginia Lee County, to-wit:

I, E. H. Pennington a Notary Public in and for the County of Lee & State of Va., do hereby Certify that M. C. Parsons whose name is signed to the writing above bearing date on the 12th day of May 1892 has acknowledged the same before me in my County aforesaid,

Given under my hand and seal this May 12, 1892

E. H. Pennington N. P.

Virginia Lee County Court:

In the office of the clerk of the said County the 27th day of February 1895, this deed was presented and together with the Certificate thereto annexed admitted to record.

Teste: S. V. F. Richmond clerk
"A Copy"

"Teste" S. V. F. Richmond
clerk

M. L. Parsons
To
Eva Parsons

D. B. 37 P. 217

c. 50 cts

R. L. Cunningham Adm.

vs. { Exhib. G. "
with Bill

J. J. Russell et al.

To the Hon.H.A.W.Skeen,judge of the circuit court for Lee county;

Your undersigned special commissioner in the chancery cause of
R.L.Pennington,Admr, vs. J.C.Jessee, Admr,et al, appointed for
the purpose of making to H.Z.Parsons, ^{& G.H. Hydes} deed to the land purchased
by ~~him~~ ^{them} in this cause, begs leave to report that he has made
the said deed so required of him and here files the same for
the inspection of the court, and asks that the usual fee be
allowed him for his services rendered in this behalf.

Respectfully Submitted,

Robert R. Pennington

Spec.Comr.

Robt. Pennington Adm'r

vs $\frac{2}{3}$ Report of
Deeds

J. C. Jesse Adm'r. et al

Filed, Nov 10, 1899

A. B. Munsey Clerk
